

Return Address:
Avista Corporation
Real Estate Department MSC-25
P.O. Box 3727
Spokane, Washington 99220-3727

NO. 616948
AT THE REQUEST OF
AVISTA
DATE & HOUR
7.27.2021 2:37
HENRIANNE K. WESTBERG
LATAH COUNTY RECORDER
FEE \$ 19.00 BY Shannon
17

ELECTRIC DISTRIBUTION LINE AND NATURAL GAS LINE
RIGHT OF WAY EASEMENT

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **GEORGE H. GERMER, deceased and DOLLY C. GERMER**, husband and wife, ("Grantor") hereby grants and conveys to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive 5 foot wide easement on, over, under, along and across the southern 125 feet in the SE corner of a portion of the SE¼ of the NW¼ of Section 5, also identified as Assessor parcel number RP39N05W055000 located in the SE¼ of the NW¼ of Section 5, Township 39 North, Range 5 West, B.M., Latah County, State of Idaho, (the "Property"), , legally described in **EXHIBIT "A"** (the "Property"), and by this reference is incorporated into this easement.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, and replace an underground electric distribution line and an underground natural gas line, ("Facilities"), on, over, under, along and across the Easement Area, the location of the easement is shown on the attached map marked **EXHIBIT "B"** (the "Easement Area"), and by this reference is incorporated into this easement.
2. **ACCESS AND DAMAGE.** Grantee shall have access over and across the above described property and access to the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs damages or compensates the Grantor for any damage to said properties as a result of such access and repair and maintenance.
3. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches, landscaping and trees, including danger trees, within the Easement Area, that may unreasonably interfere with the Grantee's rights or with the safe and reliable operation of Grantee's Facilities or that could interfere with the exercise of Grantee's rights as granted herein.
4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not conflict or unreasonably interfere with the Grantee's rights herein. Grantor shall not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that may unreasonably interfere with Grantee's rights or with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws.
5. **INDEMNITY.** Grantee, it's successors and assigns, agree to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests or invitees.

Avista Document No. _____

6. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this 13th day of May, 2021.

GRANTOR

Dolly C. Germer
DOLLY C. GERMER

GRANTEE

Avista Corporation

By: _____

Its: _____

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this day personally appeared **DOLLY C. GERMER** the individual described in and who executed the within and forgoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of May, 2021



Signature

Print Name

Notary Public for the State of Idaho

Residing at Fort Collins, CO

My Commission expires 11/11/22

EXHIBIT A
The "Property"

The land referred to in this policy is situated in the State of Idaho, County of Latah and is described as follows:

A tract of land located in the SE1/4NW1/4 of Section 3, Township 39 North, Range 5, W.B.M. and described as follows:

Beginning at the Southeast corner of said SE1/4NW1/4; thence N. 86 degrees 36' W. 601 feet; thence N. 0 degrees 09' E. 208.4 feet; thence West 305 feet to the TRUE POINT OF BEGINNING; thence continue West 179.6 feet; thence North 50 feet; thence West 150 feet to the centerline of existing County Road; thence N. 3 degrees 29' E. along said centerline 162.3 feet; thence N. 9 degrees 39' E. along said centerline 108.7 feet; thence N. 1 degrees 27' E. along said centerline 56.8 feet; thence S. 89 degrees 47' E. 286.6 feet; thence South 372.8 feet to the TRUE POINT OF BEGINNING.

EXCEPTING the North 25 feet of the above described parcel.

RESERVING THEREFROM, an easement for ingress and egress, being 20 feet wide, 10 feet on both sides of the following described centerline: Beginning at the Northeast corner of the described tract; thence South 10 feet to the TRUE POINT OF BEGINNING; thence West 53 feet; thence S. 76 degrees 45' E. 121.1 feet; thence S. 50 degrees 25' W. 193.2 feet to the centerline of existing County Road and the terminus of the easement.

EXHIBIT "B"
The "Easement Area"
PAVEL

